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APR. 21, 2011 8:28AM STATE FARM INSURANCE

STATE FARM INSURANCE

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No. 2335 P. 4/12

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

SCOTT BRANAM, and,
KAREN BRANAM,
Plaintiffs,
vs.
STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,
SERVE:
Director of Insurance
State of Missouri
301 W. High Street, Room 530
Jefferson City, MO 65101
Defendant.

)
) Cause No. 1122 CC 81252
) Division No.
)
) JURY TRIAL DEMANDED
)
)
)
)

PETITION FOR UNINSURED MOTORISTS BENEFITS

COUNT I

COMES NOW Plaintiff, Scott Branam, and for his claim against Defendant, State Farm Mutual Automobile Insurance Company, states as follows:

1. That Defendant State Farm Mutual Automobile Insurance Company, (hereinafter "Defendant") is a foreign corporation authorized to do business in the State of Missouri.
2. That Defendant has consented and authorized the Superintendent of Insurance to accept service of process arising out of insurance claims made in the State of Missouri.
3. That Defendant has an agent or office for the transaction of its usual and customary business in the City of St. Louis, State of Missouri.
4. That on or about December 22, 2009, there existed a policy of liability insurance issued by Defendant to Plaintiff, which includes uninsured motorist protection to Plaintiff.

DAPHNE O LOUIE
AUTO CLAIM MANAGER

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5. That on or about December 22, 2009, Plaintiff was operating his motor vehicle westbound on US Highway 61, north of Missouri Route 00 in an unincorporated area of Pike County, State of Missouri.

6. That on or about December 22, 2009, while Plaintiff was operating his motor vehicle northbound on US Highway 61, an unidentified vehicle, described as a green tractor trailer towing a dull silver trailer, changed lanes and caused and permitted his vehicle to come into Plaintiff's lane of travel, thus causing Plaintiff to swerve his vehicle to avoid the collision. Upon Plaintiff swerving to avoid the collision he lost control of his vehicle, traveling off the roadway and striking a culvert, which caused Plaintiff's vehicle to go airborne, then strike the ground and overturn, resulting in injuries to Plaintiff which were the direct and proximate result of the carelessness and negligence of the individual operating said unidentified green tractor trailer.

7. That on or about December 22, 2009, said unidentified green tractor trailer left the scene of the accident and was, therefore, an uninsured motorist.

8. That at the time of said collision and injuries to Plaintiff, Plaintiff was covered by one or more policies of liability insurance issued by Defendant.

9. That Plaintiff has performed all the duties and conditions precedent to said insurance policy.

10. That the collision as aforementioned, which caused Plaintiff to suffer serious injuries, was directly and proximately caused by the unidentified green tractor trailer and said driver was an uninsured motorist pursuant to the terms of Defendant's insurance policy.

11. That said collision was directly and proximately caused by the carelessness and negligence of the aforesaid unidentified green tractor trailer, in the following respects to wit:

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a. That said unidentified green tractor trailer carelessly and negligently drove and operated his motor vehicle at a rate of speed that was high, excessive, dangerous and not reasonably safe under the same and similar circumstances then and there existing;

b. That said unidentified green tractor trailer carelessly and negligently failed and omitted to exercise the highest degree of care to keep a lookout ahead and laterally as to discover the motor vehicle being operated by Plaintiff;

c. That said unidentified green tractor trailer carelessly and negligently failed and omitted to stop, slacken speed, swerve, or turn said motor vehicle so that to avoid causing the collision and injury to Plaintiff; or,

d. Said unidentified green tractor trailer carelessly and negligently failed to yield the right of way.

12. As a direct and proximate result of the unidentified green tractor trailer's carelessness and negligence as described herein, Plaintiff suffered the following injuries to his person: head, neck, abdomen, left knee, and back, including aggravation of pre-existing conditions and pain and suffering. Plaintiff has been caused to suffer great pain and mental anguish, and all of Plaintiff's injuries are permanent and progressive.

13. As a direct and proximate result of the unidentified green tractor trailer's carelessness and negligence and the injuries to Plaintiff described herein, Plaintiff has incurred medical expenses in sums not yet determined, and other damages in excess of \$25,000.00, and is reasonably certain to sustain additional expenses and loss in the future on account of medical treatment.

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WHEREFORE, Plaintiff prays judgment against Defendant in an amount that is fair and reasonable, and in excess of \$25,000.00, together with his costs herein incurred, and for such other relief as the Court deems just and proper.

COUNT II

COMES NOW Plaintiff, Karen Branam, and for her claim against Defendant, State Farm Mutual Automobile Insurance Company, states as follows:

14. Plaintiff hereby incorporates by reference numbered paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 above as though fully pleaded herein.

15. That as a direct and proximate result of the carelessness and negligence of the Defendant, the Plaintiff, Karen Branam, was deprived of the services, society, companionship and consortium of her spouse, Scott Branam, in an amount in excess of \$25,000.00.

WHEREFORE, Plaintiff, Karen Branam, prays judgment against Defendant in an amount that is fair and reasonable, and in excess of \$25,000.00, together with her costs herein incurred, and for such other relief as the Court deems just and proper.

BROWN & CROUPPEN, P.C.

DAPHNE O LOUIE
AUTO CLAIM MANAGER

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